

RENTAL RELEASE AND INDEMNIFICATION AGREEMENT

The undersigned, _____, as "RENTER", in consideration for the use of AMELIA ISLAND PADDLE SURF COMPANY rental property listed below, the receipt of which is hereby acknowledged, voluntarily and knowingly, executed this Release and Indemnification Agreement ("Agreement") with the express intention of effecting a complete and total release and indemnification of SKLTN APPAREL, LLC dba AMELIA ISLAND PADDLE SURF COMPANY (including its parents, subsidiaries, affiliates, relatives, agents, servants, employees, and assigns), as "COMPANY" as well as effecting other covenants and warranties as follows:

1. Warranties and Acknowledgment: RENTER, as inducement to COMPANY to enter into the Agreement, expressly makes the following warranties and acknowledgments and states that:

a. RENTER has conducted a visual and physical inspection of the rental equipment and has determined that it is in good and safe working condition.

b. If RENTER is executing this release on behalf of any minor children, that RENTER is the parent or guardian of the minor(s), with full authority to supervise the child(ren) and bind them to this Agreement.

c. RENTER, and if applicable, RENTER'S children, is/are familiar with the proper usage and operation of the rental equipment and/or has requested instruction from COMPANY as to the rental equipment's proper usage if RENTER or RENTER'S child(ren) is/are unsure of the rental equipment's proper usage and operation. RENTER expressly concedes that removal of the rental equipment from COMPANY'S immediate custody and control constitutes an acknowledgment that RENTER and, if applicable, RENTER'S child(ren), have received full and adequate instruction on the rental equipment's use from COMPANY or waived receipt of these instructions.

d. Assumption of all risks. RENTER fully understands and acknowledges that there exists certain inherent dangers and risks of damage or serious bodily injury, including death, associated with the use and operation of the rental equipment, notwithstanding the exercise of due care. RENTER further represents and warrants the RENTER and, if applicable, RENTER'S child(ren), are in good health, and the RENTER knows of no physical illnesses or limitations preventing RENTER and, if applicable, RENTER'S child(ren) from using the rental equipment in a safe manner, with due care, and only for its intended proper use and purpose. That RENTER is renting equipment and RENTER hereby releases from all liability the COMPANY for any loss, or damages resulting therefrom, on account of injury to participants, person or property, even injury resulting in death.

e. In light of these acknowledgments, RENTER fully understands, acknowledges, and agrees that all children using any equipment in conjunction with the use of any rental equipment shall be required to wear proper safety equipment. RENTER further understands, acknowledges, and agrees that RENTER has the sole obligation and responsibility to supervise his or her child(ren) in the usage of the rental equipment.

2. Covenants. RENTER, as further inducement into this Agreement, expressly agrees and covenants that RENTER, and if applicable, RENTER'S child(ren) shall be their only person/people allowed to use and operate the rental equipment and that RENTER and, if

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applicable, RENTER'S children shall use the rental equipment safely, with due care, and only for its intended proper use and purpose.

3. Release, Indemnification, and Waiver. RENTER, as further inducement to COMPANY to enter into the Agreement, expressly agrees that:

a. RENTER, with the intention of binding himself or herself, legal representatives, heirs, assigns, as well as any minor child upon whose behalf RENTER COMPANY from all claims or demands of injury, loss, or damage of any kind, whether in contract or tort, lay or equity, fixed or unfixed, matured or unmatured, liquidated or unliquidated, arising out of this Agreement, including but not limited to the use of rental equipment or child passenger apparatus. RENTER hereby expressly, knowingly and voluntarily agrees that this release shall be applicable and binding if RENTER or, if applicable, RENTER'S child(ren) suffers injury, loss, or damage resulting from COMPANY'S NEGLIGENCE or FAULT. RENTER further agrees that RENTER is barred, on his or her own behalf and on behalf of those claiming through or under RENTER, from bringing any claim or demand against COMPANY for any injury, loss, or damage referenced in this paragraph;

b. RENTER further expressly agrees to assume and bear full responsibility for all injury, loss, or damage arising out of RENTER's and, if applicable, RENTER'S child(ren)'s use of the rental equipment, including, but not limited to, the use of equipment. RENTER hereby expressly, knowingly, and voluntarily agrees to indemnify and hold COMPANY harmless for any and all liability for such injury, loss, or damage REGARDLESS of whether the injury, loss, or damage results from COMPANY'S NEGLIGENCE OR FAULT;

c. RENTER further expressly agrees to assume and bear full and total responsibility for all damage to or loss of the rental equipment and agrees to fully indemnify COMPANY for any and all costs and expenses incurred by COMPANY for repairing or replacing the rental equipment which may become damaged or lost during the RENTER'S or, if applicable, the RENTER'S child(ren)'s possession of said equipment, except for normal wear and tear to the rental equipment. Such repairs include, but are not limited to: \$25 to \$40 per fin damaged or lost during the rental period and \$50 for each leash, \$50 to \$150 for a paddle lost or damaged, and \$50 to \$800 for a board lost or damaged during the rental period.

d. RENTER further expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the law of the State of Florida, and that if any portion of this Agreement is held invalid, that the remaining portions shall, notwithstanding, continue in full legal force and effect. The venue for any action arising out of this Agreement shall only be in the Circuit or County Courts of Nassau County, Florida; and

e. RENTER further expressly agrees and acknowledges that RENTER has carefully read this Agreement, knows of its contents and understands it.

4. Attorneys' Fees and Costs. RENTER agrees to reimburse COMPANY for all costs, expenses, and reasonable attorney's fees incurred by COMPANY for prosecuting or defending any legal actions or claims arising from this Agreement, including through all appeals.

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5. Further Acknowledgment. RENTER fully understands that failure to return the COMPANY'S rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damages to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155, Florida Statutes. RENTER authorizes the COMPANY to charge the above noted amount each day for the first 48 hours following the expiration of the rental period to RENTER'S credit card, using information voluntarily left by RENTER in the COMPANY'S file. If said rental equipment is not returned within 48 hours of the expiration of the rental period, RENTER authorizes COMPANY to charge the above noted amount to RENTER'S credit card, using information voluntarily left by RENTER in the COMPANY'S files.

6. Jury Waiver. THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY WAIVE ANY AND ALL RIGHT TO ANY TRIAL BY JURY IN ANY ACTION ARISING DIRECTLY OR INDIRECTLY UNDER THIS AGREEMENT. I have read and understand this Agreement and all its provisions. I have had the full opportunity to ask anyone of my choosing about any and all of the provisions contained in this Agreement, including paragraph 6.

EQUIPMENT RENTED: DURATION: From: _____ To: _____

SUP Board w Paddle and Leash: _____

RENTER SIGN OUT

PRINTED NAME: _____

SIGNED: _____ DATE: _____

Employee Sign Out. Initials: _____

RENTER SIGN IN

I confirm that the equipment I am returning is:

- 1) rinsed and in the same condition that it was in prior to the time of my rental period less normal wear and tear, OR THAT
- 2) I have paid for damage or loss incurred during the time of my rental period

PRINTED NAME: _____

SIGNED: _____ DATE: _____

Employee Sign Out. Initials: _____